

CRAVATH, SWAINE & MOORE

LAURANCE V. GOODRICH
SENIOR ATTORNEY

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

TELEPHONE
212 422-3000

TELEX
RCA 233663
WUD 125547
WUI 620976
TRT 177149

CABLE ADDRESSES
CRAVATH, N. Y.
CRAVATH, LONDON E. C. 2
2 HONEY LANE, CHEAPSIDE
LONDON EC2V 8BT, ENGLAND
TELEPHONE: 1-606-1421
TELEX: 8814901
RAPIFAX/INFOTEC:
1-606-1425

7-05PA028

No. FEB 27 1987

RECORDATION NO. 15087

Date

Fee \$ 10.00

FEB 27 1987 2:10 PM

ICC Washington, INTERSTATE COMMERCE COMMISSION

\$10.00 filing fee

February 26, 1987

White Documents

Amendment Agreement No. 1 Dated as of February 15, 1987
Amending Conditional Sale Agreement Filed under
Recordation No. 15087
Lease of Railroad Equipment Filed under
Recordation No. 15087-B

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Oakway, Inc. for filing and recordation counterparts of the following:

Amendment Agreement No. 1 dated as of February 15, 1987, among Oakway, Inc., as Lessee, The Connecticut Bank and Trust Company, National Association, as Agent, and The Connecticut National Bank, as Trustee.

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment each dated as of October 15, 1986, previously filed and recorded with the Interstate Commerce Commission on October 28, 1986, at 3:55 p.m., Recordation No. 15087, and an Amended and Restated Participation Agreement and Amendment (Participation Agreement No. 1) dated as of November 15, 1986, previously filed and recorded with the Interstate Commerce Commission on December 12, 1986, at 4:05 p.m., Recordation No. 15087-F.

Thank this
one will be
15087-6th

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to reflect the road numbers of the units of Equipment actually delivered and accepted thereunder.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 15087-G.

Enclosed is a check for \$10 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the document and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich
Laurance V. Goodrich
as Agent for
Oakway, Inc.

Ms. Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423.

Encls.

Interstate Commerce Commission
Washington, D.C. 20423

2/27/87

OFFICE OF THE SECRETARY

Laurance V. Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/27/87 at 2:10pm, and assigned re-recording number(s) 15087-H & 15120-F

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 15087-H

Filed & Recorded

[P62749]

[CS&M Ref. 2046-383]

FEB 27 1987 2:10 PM

INTERSTATE COMMERCE COMMISSION
AMENDMENT AGREEMENT

NO. 1 dated as of February 15, 1987, among OAKWAY, INC. ("Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION ("Agent"), and THE CONNECTICUT NATIONAL BANK ("Trustee").

WHEREAS GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder") and the Trustee have entered into a Conditional Sale Agreement dated as of October 15, 1986 ("CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of October 15, 1986 ("Lease");

WHEREAS the parties hereto have entered into an Amended and Restated Participation Agreement and Amendment (Participation Agreement No. 1) dated as of November 15, 1986 ("Agreement");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 28, 1986, at 3:05 p.m., recordation numbers 15087 and 15087-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 28, 1986, at 3:55 p.m.;

WHEREAS the Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1986, at 4:05 p.m., recordation number 15087-F, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 12, 1986, at 3:05 p.m.;

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A hereto.
2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

4. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

6. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA and Section 18 of the Lease.

7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.


OAKWAY, INC.

by 

Title:

[Corporate Seal]

Attest:


Title: Secretary

[Corporate Seal]

Attest:

Title:

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Agent,

by _____

Title:

[Seal]

Attest:

Title:

THE CONNECTICUT NATIONAL BANK,
not individually but solely
as Trustee,

by _____

Title:

STATE OF NEW JERSEY,)
) ss.:
 COUNTY OF UNION,)

On this 24th day of February 1987, before me personally appeared R.C. Ginnolly, to me personally known, who, being by me duly sworn, says that he is the Executive Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Virginia Anter
 Notary Public

[Notarial Seal]

My Commission expires

VIRGINIA ANTER
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires May 11, 1989

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this day of February 1987, before me personally appeared to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

 Notary Public

[Notarial Seal]
 My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of February 1987, before me personally appeared to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Notary Public

[Notarial Seal]

My Commission expires

ANNEX B TO CONDITIONAL SALE AGREEMENT

| Type | Builder | Builder's Specifi- cations | Builder's Plant | Quantity | Lessee's Road Numbers (Both Inclusive) | Estimated* Unit Base Price | Estimated* Total Base Price | Estimated Time and Place of Delivery |
|---|---------|--|------------------------|----------|--|----------------------------------|-----------------------------------|--|
| 3,800 h.p. Model SD-60 diesel- electric locomotive | EMD | GM Loco- motive Specifica- tion 8128, Amendment 8128-3 as supplemen- ted by Final Specifica- tion Supplement dated 10/15/86 | La Grange, Illinois | 50 | OWY 9000-9012 | \$1,282,977.16 | \$ 64,148,858 | October 1986, through January 1987, at Clyde, Illinois |
| | | | | | 9014, 9015 | | | |
| | | | | | 9017-9019 | | | |
| | | | | | 9021, 9022 | | | |
| | | | | | 9024-9026 | | | |
| | | | | | 9028, 9029 | | | |
| | | | | | 9031, 9032 | | | |
| | | | | | 9038, 9039 | | | |
| | | | | | 9047-9049 | | | |
| | | | | | 9052, 9059 | | | |
| | | | | | 9062, 9063 | | | |
| | | | | | 9065, 9068 | | | |
| | | | | | 9070, 9072 | | | |
| 9077, 9081 | | | | | | | | |
| 9083, 9084 | | | | | | | | |
| 9088, 9090 | | | | | | | | |
| 9091, 9093 | | | | | | | | |
| 9096, 9098 | | | | | | | | |

For deliveries on or
before 12/31/86

* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.

APPENDIX A TO LEASE

| <u>Type</u> | <u>Builder</u> | <u>Builder's Specifi- cations</u> | <u>Builder's Plant</u> | <u>Quantity</u> | <u>Lessee's Road Numbers (Both Inclusive)</u> | <u>Estimated*</u> | | <u>Estimated Time and Place of Delivery</u> |
|--------------------------------------|----------------|---|----------------------------|-----------------|---|-------------------|-------------------|---|
| | | | | | | <u>Unit</u> | <u>Total</u> | |
| | | | | | | <u>Base Price</u> | <u>Base Price</u> | |
| For deliveries on or before 12/31/86 | | | | | | | | |
| 3,800 h.p. Model | EMD | GM Loco- motive | La Grange, Illinois | 50 | OWY 9000-9012 | \$1,282,977.16 | \$ 64,148,858 | October 1986, through |
| SD-60 | | Specifica- tion 8128, | | | 9014, 9015 | | | January 1987, |
| diesel- | | Amendment | | | 9017-9019 | | | at Clyde, |
| electric | | 8128-3 as | | | 9021, 9022 | | | Illinois |
| locomotive | | supplemen- ted by | | | 9024-9026 | \$1,170,749.14 | \$ 58,537,457 | |
| | | Final | | | 9028, 9029 | | | |
| | | Specifica- tion | | | 9031, 9032 | | | |
| | | Supplement dated | | | 9038, 9039 | | | |
| | | 10/15/86 | | | 9047-9049 | | | |
| | | | | | 9052, 9059 | | | |
| | | | | | 9062, 9063 | | | |
| | | | | | 9065, 9068 | | | |
| | | | | | 9070, 9072 | | | |
| | | | | | 9077, 9081 | | | |
| | | | | | 9083, 9084 | | | |
| | | | | | 9088, 9090 | | | |
| | | | | | 9091, 9093 | | | |
| | | | | | 9096, 9098 | | | |

* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.

AMENDMENT AGREEMENT NO. 1 dated as of February 15, 1987, among OAKWAY, INC. ("Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION ("Agent"), and THE CONNECTICUT NATIONAL BANK ("Trustee").

WHEREAS GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder") and the Trustee have entered into a Conditional Sale Agreement dated as of October 15, 1986 ("CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of October 15, 1986 ("Lease");

WHEREAS the parties hereto have entered into an Amended and Restated Participation Agreement and Amendment (Participation Agreement No. 1) dated as of November 15, 1986 ("Agreement");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 28, 1986, at 3:05 p.m., recordation numbers 15087 and 15087-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 28, 1986, at 3:55 p.m.;

WHEREAS the Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1986, at 4:05 p.m., recordation number 15087-F, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 12, 1986, at 3:05 p.m.;

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A hereto.
2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

4. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

6. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA and Section 18 of the Lease.

7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

OAKWAY, INC.,

by _____
Title:

[Corporate Seal]

Attest:

Title:

STATE OF NEW JERSEY,)
) ss.:
COUNTY OF UNION,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Executive Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of February 1987, before me personally appeared to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

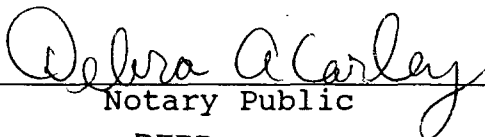
Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this day of February 1987, before me personally appeared to me personally known, who, being by me duly sworn, **LAURA CROWLEY** says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.


 Notary Public

[Notarial Seal]

My Commission expires

DEBRA A. CARLEY
 NOTARY PUBLIC
 MY COMMISSION EXPIRES MARCH 31, 1990

AMENDMENT AGREEMENT NO. 1 dated as of February 15, 1987, among OAKWAY, INC. ("Lessee"), THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION ("Agent"), and THE CONNECTICUT NATIONAL BANK ("Trustee").

WHEREAS GENERAL MOTORS CORPORATION (Electro-Motive Division) ("Builder") and the Trustee have entered into a Conditional Sale Agreement dated as of October 15, 1986 ("CSA"), and since the Builder has been paid in full under the CSA and all the Builder's other rights have been assigned to the Agent, the Builder is no longer a party in interest to this transaction;

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of October 15, 1986 ("Lease");

WHEREAS the parties hereto have entered into an Amended and Restated Participation Agreement and Amendment (Participation Agreement No. 1) dated as of November 15, 1986 ("Agreement");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on October 28, 1986, at 3:05 p.m., recordation numbers 15087 and 15087-B, respectively, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on October 28, 1986, at 3:55 p.m.;

WHEREAS the Agreement was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on December 12, 1986, at 4:05 p.m., recordation number 15087-F, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on December 12, 1986, at 3:05 p.m.;

WHEREAS the parties hereto desire to amend the CSA and the Lease to show only the units of railroad equipment actually delivered and accepted under the CSA and the Lease;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Annex B to the CSA is hereby amended and restated in its entirety as shown in Exhibit A hereto.
2. Appendix A to the Lease is hereby amended and restated in its entirety as shown in Exhibit B hereto.

3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

4. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment Agreement shall be filed, recorded or deposited.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

6. The Trustee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission in accordance with the provisions of Article 19 of the CSA and Section 18 of the Lease.

7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

OAKWAY, INC.,

by _____
Title:


[Corporate Seal]

Attest:

Title:

[Corporate Seal]

Attest:


Title: NP

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION,
as Agent,

by 
Title: VICE PRESIDENT

[Seal]

Attest:

Title:

THE CONNECTICUT NATIONAL BANK,
not individually but solely
as Trustee,

by _____
Title:

STATE OF NEW JERSEY,)
) ss.:
 COUNTY OF UNION,)

On this day of February 1987, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is the Executive Vice President of OAKWAY, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

 Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT,)
) ss.:
 COUNTY OF HARTFORD,)

On this 7th day of February 1987, before me personally appeared **DONALD E. SMITH** to me personally known, who being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Ruth A. Smith
 Notary Public

[Notarial Seal]
 My Commission expires

RUTH A. SMITH
NOTARY PUBLIC
 MY COMMISSION EXPIRES MARCH 31, 1989

STATE OF CONNECTICUT,))
) ss.:
COUNTY OF HARTFORD,)

On this day of February 1987, before me personally appeared to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said national association and that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association.

Notary Public

[Notarial Seal]

My Commission expires

Lessee's

For deliveries on or
before 12/31/86

* Includes prepaid freight and switching charges to Clyde, Illinois, estimated at \$250 per Unit.